

EXHIBIT A

In the Superior Court of Cobb County
State of Georgia

BILL IN EXCLUSIVE EQUITY

23-13742-71

To the Honorable Robert D. Leonard II, holding the Chancery Court at Cobb County:
 SUPERIOR COURT OF COBB COUNTY, on the relation of
 Wayne Barrett, C/O [REDACTED] Acworth a resident of Cobb County, Plaintiff.
 Bill for a Mandamus.
 vS.

- Darren king & Rene F. Jones, Acting C.F.O/ C.E.O and securities agent for M&T Bank, Erie County defendant of New York, and
- Marty Stone, an Acting C.E.O and securities agent for McCalla Raymer Leibert Pierce LLC. A Fulton County defendant of Georgia.
- Vinay Singh, Acting C.F.O. and securities agent for Housing Urban Developing a Washington DC defendant, all parties being sued on the relation of Wayne A. Barrett surety for WAYNE A. BARRETT principal.

Deuteronomy 1:17- "Do not show partiality in judging; hear both small and great alike. Do not be Afraid of anyone, for judgement belongs to God. Bring me any case too hard for you, and I will hear it."

Wayne A. Barrett Bill in Equity will respectfully show(s) to the Court:

"Equity sees that as done what ought to be done."

1. That, on 4/08/2008 Wayne Barrett, signed the closing documents as the surety for WAYNE BARRETT not as a volunteer. Additionally, \$14,000.00 special tender for consideration. No cash receipt was given, nor a 3-day rescission notice, which is non-disclosure.

"Equity imputes an intent to fulfill an obligation."

2. The Claimant is in possession of the property for the past 15 years plus. Took airline flight to M&T Bank in person to satisfy all debts and promissory note on 4/11/2022 was accepted and signed for by agent at corporate branch. He has maintained and renovated the property; the property is in a private equity Trust as trust Res property. He educates and houses his 4 offspring in the property 3, 9, 12, 18 of age that share the benefits of the trust res property.

Equity delights to do justice and not by halves.

3. The property is held in a private trust that is resolved only in equity and is trust RES property bough with silver coin as consideration. Darren King, Rene Jones, Vinay Singh and Marty Stone accelerated the due on clause which is an unjust enrichment. Notice of interest under Trust counter claim has been made. Special Deposit for specific performance of offsetting the ledger.

Clerk of Superior Court, Cobb County

Filed in Office May-15-2023 14:53:39
ID# 2023-070367946-CU
Page 1

OK

Equity will take jurisdiction to avoid a multiplicity of suits.
"Equity will not allow a statute to be used as a cloak for fraud"

4. Civilian Due Process is owed to Wayne Barrett. The use of a non-judicial foreclosure is M&T Bank and MCCALLA hiding behind an statute which equity will not allow. Just compensation and trial by jury must be given to Wayne A. Barrett. In addition, a Writ of Quo Warranto has been sent to Darren King, Rene F. Jones and Marty Smart with no reply and leaves their corporations to be dissolved upon their continued actions.

Acts 2:38 – “Repent, and each of you be baptized in the name of Jesus Christ for the Forgiveness of your sins: and you will receive the gift of the Holy Spirit.”

Ephesians 2: 8-9 For the grace you have been saved through faith: and that not of yourselves, it is the gift of God; not as a result of works, so that no one may boast.”

III.

Equitable in Chambers Prayer for Specific performance

That complainant has no adequate remedy for the wrongs he complains of except the State's writ of mandamus, and he therefore prays my Honor,

1st. To order an alternative writ of mandamus to issue requiring the defendant(s) Darren King to Accept private Americans Promissory Note on 4/11/2021 and to offset their balance sheets in accordance with FAS140, 133; or show cause immediately of their claim or, at the next rule day after the service of the writ. why he has not done so, and upon his failure so to do, or upon a decision against him at the hearing, that a peremptory writ of mandamus issue for all books to be balanced on both sides Assets and liability. Order both or all accountants be subpoenaed to testify as they may not have knowledge of each other and of multiple accounting books. To also quiet the title or void H.U. D's second mortgage as they have no consideration in the transaction if the chancellor sees fit.

2nd. That complainant be given a decree against the defendant for damages for wrongfully withholding from him from exoneration and torts. Expenses for defense of \$23,000 usd or gold and silver.

3d. That the chancellor grant relief that claimant may not know of but is entitled to i.e.; injunctive relief, Quiet Title and other compensation.

4d. Subrogee to be disclosed all the checks and Chattels from the balance sheets (2046, 2049, and 2099 that have the OMB numbers on them) so that he may tally his

recoupment from the securities over the past 15 years. If he must give back the property. Once the funds clear subrogees account he and his family will be given 60 days to vacate the property after the release of funds for full utilization from the full securities owed.

Wayne Anthony Barrett.
Private American

Surety:

Barrett, Wayne Anthony Private American National Citizen of The United States of America

In Care of: [REDACTED]
Acworth, Georgia, Cobb county

Intended Respondent/creditor(s)-subrogor(s)-Defendant(s):

Darren King c.f.o, Rene F. Jones c.e.o. of M&T Bank, Marty Stone president and c.e. of MCCALLA llc., Vinay Singh c.f.o of H.U.D. Occupying Buffalo NY, Alpharetta Georgia, Washington D.C. but all doing business in Cobb County.

In care of: Chief Chancellor A. Gregory Poole, Occupant of court:
SUPERIOR COURT OF COBB COUNTY
70 HAYNES ST MARIETTA GA 30090

Service by and Respond to:

Barrett, Wayne Anthony Private American National Citizen of The United States of America

In Care of: [REDACTED] Acworth Georgia near (30102)

RE: Accounts in connection with [REDACTED] 6732., WAYNE A. BARRETT. hereinafter "Account,"

NOTICE OF PRIORITY INTEREST.

NOTICE OF TENDER

NOTICE OF APPOINTMENT.

NOTICE OF SPECIAL DEPOSIT OF ORIGINAL PRIVATE TITLE DEEDS.

NOTICE OF PRIVATE LAWFUL CONSIDERATION BY PRIVATE AMERICAN NATIONAL CITIZEN OF THE UNITED STATES OF AMERICA.

Greetings Chief chancellor Poole and all defendants

The process of subrogation is analogous to the creation of a constructive trust, the creditor being compelled to hold his rights against the principal debtor, and his securities, in trust for the subrogee.

i am the contributing heir and implied surety for principal-debtor-defendant **WAYNE A. BARRETT** (*doctrine of idem sonans has been termintated*) and along with Jesus Christ, the advocate and counselor, are using the right of visitation to exercise the ministerial powers to be heard on this matter. i am responding to this petition for my own protection against compulsion as the surety. Subrogation is forward looking rooted in the equity maxim... "**equityregardsdonewhatoughttobedone**" subrogation is not founded upon contract, but is the creation of equity, and is enforced solely for accomplishing the end of substantial justice. It is the mode by which equity adopts to compel the ultimate payment of a debt by one who, in justice and good conscience, ought to pay

As was said by Lord Brougham,³ "The rule is undoubted, and it is one founded on the plainest principles of natural reason and justice, that the surety paying off a debt shall stand in the place of the creditor, and have all the rights which he has, for the purpose of obtaining his reimbursement. It is

hardly possible to put this right of substitution too high; and the right results more from equity than from contract or quasi contract, unless in so far as the known equity may be supposed to be imported into any transaction, and so to raise a contract by implication. A surety will be entitled to every remedy which the creditor has against the principle debtor; to enforce every security and all means of payment; to stand in the place of the creditor, not only through the medium of contract, but even by means of securities entered into without the knowledge of the surety, having a right to have those securities transferred to him, though there was no stipulation for that, and to avail himself of all those securities against the debtor.

Thus, the guarantor of a promissory note will be subrogated to the rights of the holder thereof to whom he has made payment. And since the surety is entitled to the benefit of all the securities for the debt, all persons taking any of them, either from the principal debtor or from the creditor with notice of the facts and of the surety's responsibilities, are bound in equity to hold them for his benefit. Nor will it make any difference that the surety, in entering upon the obligation, did not rely upon the security, or even know of its existence. Any collateral security received by the creditor from the principal debtor will inure to the benefit of the surety.

Now coming as subrogee, hereby certify and declare that due to liability and compulsion to pay on behalf of Debtor, i now intervene as surety on behalf of above referenced principal Debtor, and to protect against the unjust enrichment to the Subrogor(s), SUPERIOR COURT OF COBB COUNTY OF THE COMMONWEALTH OF GEORGIA.

i, Subrogee, do hereby invoke my equitable right to subrogation and substitution to the rights of all Creditor-Subrogor-defendants. Subrogee do hereby subrogate and substitute to the above referenced Accounts' Creditors concerning all transactions ab initio of the principal Debtors. Now as a matter of course, Subrogee order Creditors-Subrogors-Defendants to discharge and extinguish the liens, levies, seizures and obligations against Debtor and Subrogee, and restore to Subrogee Creditors' secured interests, any/all Subrogees' collateral, payments, rents, interest and securities of Accounts of principal Debtor.

If you choose to ignore these facts then that would constitute a breach of trust in a court of equity against you.

Wayne Anthony Barrett.
Barrett, Wayne Anthony, private American.



GEORGIA REVOCATION OF POWER OF ATTORNEY

Acworth, GA 30102

Use of this form is for the power of attorney of:

 - Other: Promise to Pay, Revocation of Borrowers Rights, Note, Warranty Deed

I, WAYNE BARRETT principal/ Settlor, hereby immediately revoke those portions covering decisions of the document titled

Revocation of Borrowers Rights, Notice of Acquisition, H.U.D harp loan, Warranty Deed that I previously executed on April 8, 2008, which had appointed M&T BANK, M.E.R.s, Cooling and Winter LLC as my agent and M&T BANK, MCCALLA RAYMER LEIBERT PIERCE LLC as my alternate successor agent. I hereby notify said agent(s) and any other interested persons that portions of said document are revoked.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF 20TH DISTRICT 2ND SEC. OF COBB COUNTY, GEORGIA, LOT 7 KEENELAND SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 239, PAGE 30, COBB COUNTY, GEORGIA.

This revocation takes effect immediately. A photocopy has the same effect as an original.
Signed this 15 day of March, 2022.

WAYNE BARRETT Print name of principal

Signature of principal →

Wayne A. Barrett
Principal, without recourse

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.

NOTARY ACKNOWLEDGMENT

State of Georgia)

County of Fulton)

On this 15th day of March, in the year 2023 before me

Danelle Neal, a notary public, personally appeared

Wayne A. Barrett, proved on the basis of satisfactory evidence to

be the person(s) whose name(s) (is/are) subscribed to this instrument and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Pursuant to Georgia SB 145 2-22 - 2-38.

DANELLE L NEAL
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 18, 2022

Deed Book 1 6130 Pg 2240
Filed and Recorded May-01-2023 04:26pm
2023-0032926

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

Petitioner: Wayne A. Barrett

and

Civil Action File No.: 23-1-3742

Respondent: Darren King, Renee Jones

Marty Stone, Vinay Singh

VERIFICATION

I, Wayne Barrett, personally appeared before the undersigned attesting officer authorized by law to administer oaths, and after being duly sworn, declare under oath that I am the Petitioner in the above-styled action and that the facts stated in the foregoing Petition for Bill in Equity for Equitable relief. are true and correct to the best of my knowledge.

Signed this 15 day of May 2023.
[day] [month] [year]

Wayne Barrett

(Sign your name here before Notary) Petitioner, Self-Represented

Petitioner's name (print or type):

:Wayne-Arthony-Barrett, Esq.

Petitioner's Address:

410 Acworth Georgia 30102.

Petitioner's Telephone Number:

4147.

Sworn to and affirmed before me, this

15 day of May 2023.

Sharlynne Hendon



For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."

"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) 1 A.

private Equity Trust

- ① Trust Grant Deed
- ② Notice of Interest.
- ③ Notice of Delivery
- ④ Statement of interest.
- ⑤ Notice of Acceptance Trustee
- ⑥ Certificate of Foreign Trust.

RECORDING/TRANSFER Requested By:
 Wayne Anthony Barrett Grantor
 WHEN RECORDED MAIL TO:
 Wayne Anthony Barrett Tree
 Wayne Anthony Barrett Trust
 [REDACTED]
 Acworth Georgia 30102
 The United States of America

Exhibit A.2

Real Property/Res Number:
 RE [REDACTED] 65 US .01

Registered Warrant/Bond Number(s):
 E66074762G

TRUST TRANSFER GRANT DEED

Executrix/Testatrix, now coming as THE GRANTOR, Wayne Anthony Barrett, upon, for and with lawful valuable consideration tendered below, acknowledged and accepted herein, CONVEYS and WARRANTS the below Property "A" to the private trust grantee Wayne Anthony Barrett Trust

The Following Describes the Property(s)/Trust Corpus:

- A. Birth Certificate bond/file number [REDACTED] 3013
- B. Domicile/ Property [REDACTED] Acworth Georgia 30102
- C. 2015 Audi s8 vin# [REDACTED] 4G70C
- D. 2012 BMW 550 I VIN # [REDACTED] 79094
- E. NOTICE OF RECONVEYANCE DEED BOOK 16112 pg 327 346
- F. Case # 22-1-1792-56 Name change Wayne Amaru Numi Bey

all rights, titles, interest, chattel, profits, and rents herein fully included and attached.

11/1/2021 Wayne - Anthony Barrett
 Date Wayne Anthony Barrett, Grantor
 Wayne Amaru Numi Bey, *TTT*
 Superior Court of Cobb County
 Case # 22-1-1792(name change)
 Without recourse

duly authorized, empowered and admitted to take acknowledgements, on this day came by special restricted visitation Wayne Anthony Barrett within named, known to me to be a private Georgia National and affixed his mark upon the above "Trust Transfer Grant Deed" instrument and acknowledged to me that he executed the same in his *sui juris* of his own inherent right and capacity created under YIIWII, the risen Lord Jesus Christ and that he is the proper authority upon behalf of which he acted and executed the instrument by his sole free will act and deed freely and without any threat, fear, or compulsion for the uses and purposes therein expressed and in accordance with Maxims of Equity at the time of the adoption of the Constitution for the United States of America December 15, 1791, IN TESTIMONY whereof I have hereunto set my hand and seal this _____ day of _____ 2023, WITNESS my hand and official seal.

John L. Maloh

 Private Witness 1

=====
 Private Witness 1
 DANELLE L NEAL
 NOTARY PUBLIC
 DEKALB COUNTY, GEORGIA
 MY COMMISSION EXPIRES NOVEMBER 18, 2022
 NOVEMBER 18, 2024
*DANELLE L. NEAL
 NOTARY PUBLIC
 DEKALB COUNTY, GEORGIA
 COMMISSION EXPIRES NOVEMBER 18, 2024*

Notice of Interest
-An Established Right of a Purely Equitable Nature-

This is Actual and Constructive Special Notice by the heir grantee—a private American National Citizen of the United States of America—for sufficient private lawful and valuable consideration of the non-negotiable asset title number(s) "RE [REDACTED] 365 US -01.001 " thru "RE [REDACTED] 365 US-99.999" along with all their unique assigned sub-record special deposit title(s), now coming as the grantor/settlor "Grantor," assigning each said title to, but not limited to, the sum of all their attachments, issues, interest, assets, rents, derivatives and proceeds therefrom are fully claimed, titled, assigned, withdrawn from general deposit/general public relations, and the records are being held in the private. It is Grantor's manifest intent, special purpose, freewill act and deed to execute this special notice of interest and deed of withdrawal from general deposit Grantor's special interests per Grantor's private indentured instructions, if any.

If there is any information regarding this that needs to be gleaned, please contact the Grantor at the address:

Barrett, Wayne Anthony
Private Citizen of the United States
Non-domestic, without the "United States"
located near Cobb County Survey Landmarks
C/o: [REDACTED]
Acworth, Georgia, Cobb County

Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited:

Barrett, Wayne - Anthony

Barrett, Wayne Anthony, grantee grantor/settlor.
Private American National Citizen of the United States of America privately and specially residing/dwelling at all times relevant within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States" mode, process and procedure.

(Reserved for grantor's optional use handwritten here)

Bill in Equity #

assigned to:

Optional Notes:

Notice of Acknowledgement, Receipt, and Acceptance

To: Postmaster General, c/o Post-Office Department
c/o The United States Postal Service
c/o "United States"
c/o The United States of America circa 1791

From: *Barrett, Wayne Anthony* grantee, private American National Citizen of the United States of America privately and specially residing/dwelling at all times relevant within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States."

Re: *January 11, 2021* USPS Registered Mail Account Number RE [REDACTED] 365 US, hereinafter "ACCOUNT," signed by grantee.

LET IT BE KNOWN BY ALL MEN AND PERSONS WORLDWIDE BY THESE WORDS, I, the undersigned, *Barrett, Wayne Anthony* grantee herein, private American National Citizen of the union of states of America, by my freewill act and Deed, execute this Deed of my acknowledgement, receipt, and acceptance *ab initio* for private lawful consideration of one stamp of three cents lawful currency of the post office of The United States of America canceled/signed by grantee, and other sufficient valuable lawful consideration tendered by grantee, on *January 11, 2021* for absolute estate in/for above referenced ACCOUNT and All attachments and transmutations therefrom pursuant to Maxims of Equity: "*Equity will not aid a volunteer; Equity will not perfect an imperfect gift; Where there are equal equities priority prevails, where there are equal equities the law shall prevail.*"

Performed under my hand and seal freewill act, volition and Deed:

Barrett, Wayne - Anthony

Barrett, Wayne Anthony, grantee, without prejudice, without recourse, Private American National Citizen of the United States of America privately and specially residing/dwelling at all times relevant within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States" mode, process and procedure.

Mail In Care of: [REDACTED]
Acworth, Georgia, Cobb County
The United States of America.

Signed in the presence of:

[Signature]

Private Witness 1, Without Prejudice

[Signature]

Private Witness 2, Without Prejudice



Notice of Delivery

-Statement of Interest-

This is Actual and Constructive Special Notice by the grantee—private American National Citizen of the United States of America—for sufficient private lawful and valuable consideration of the non-negotiable asset title number(s) "RE [REDACTED] 365 US-01.001" thru "[REDACTED] 365 US-99.999" that are assigned, along with, if any, their unique special deposit title(s), and the sum of all their attachments, interest, issues, rents, assets, derivative's and proceeds therefrom, now coming as the grantor/settlor "Grantor," hereby give notice of actual and/or constructive delivery of same title(s) and intends it to be treated as on special deposit(s) in trust for special purpose. The delivery records are being held in the private. It is Grantor's manifest intent, special purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive delivery of the special deposit(s) per Grantor's special indentured instructions, if any.

If there is any information regarding this that needs to be gleaned, please contact the Grantor/Settlor at the address:

Barrett, Wayne Anthony
Private Citizen of the United States
Non-domestic, without the "United States"
located near Cobb County Survey Landmarks
C/o: [REDACTED]
Acworth, Georgia, Cobb County

Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited:

Barrett: Wayne - Anthony
Barrett, Wayne Anthony, grantee grantor/settlor,
Private American National Citizen of the United States of America privately and specially residing/dwelling at all times relevant within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States" mode, process and procedure.

(Reserved for grantor's optional use handwritten here)

Bill in Equity #

assigned to:

Optional Notes:

Special Notice of Deed of Conveyance
-Notice of Issuance of Certificate of Legal Title-

This is Actual and Constructive Special Notice by the grantee—a private American Citizen of the United States of America—for sufficient private lawful and valuable consideration of the non-negotiable asset title number “RE██████████ 365 US-01.001” thru “RE██████████ 365 US-99,999” along with their unique special deposit assigned special deposit title(s) sub-record(s), if any, for each said title and their attachments proceeds therefrom, now coming as the grantor/settlor “Grantor,” hereby notice that said same legal title of said number is hereby fully granted, conveyed, and delivered to trustee(s) or grantee(s). The record(s) are being held in the private. It is Grantor’s intent, purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive grant and conveyance of the special deposit(s) and/or special interests per Grantor’s special indentured instructions.

If there is any information regarding this that needs to be gleaned, please contact the grantor at the address:

Barrett, Wayne Anthony
Private Citizen of the United States
Non-domestic, without the “United States”
located near Cook County Survey Landmarks
C/o: ██████████
Acworth, Georgia, Cobb County

Grantor/Settlor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited.

Barrett, Wayne Anthony
Barrett, Wayne Anthony, grantee grantor/settlor
Private American National Citizen of the United States of America privately and specially residing/dwelling at all times relevant within a non-military occupied private estate outside a “Federal Zone” not subject to the jurisdiction of the “United States” mode, process and procedure.

(reserved for grantor’s optional use handwritten here)

Bill in Equity #

assigned to:

Optional Notes:

Notice of Acceptance by Trustee
-Notice of Receipt of Certificate of Legal Title-

This is Actual and Constructive Special Notice by the trustee – I, Barrett, Wayne Anthony, in my citizenship status as private citizen of the United States and a private member of the Union member state of Georgia, Georgian National, and whose citizenship, personal covenants private domicile, allegiance, and self-determination are a matter of public and as “national” is also protected by Article 23 of the Convention signed at The Hague October 18, 1907 ratified by the President of The United States February 23, 1909 named to be the sole exclusive Trustee by nature under exclusive jurisdiction in the foregoing instrument, for myself; I hereby acknowledge the receipt of the foregoing original executed legal title “P-365 365 US” along with all their unique assigned sub-record special deposit title(s) of said estate from creating said Trust; I agree to accept the said Trust, and enter upon its performance; I additionally do accept for/with consideration stated the office of the Registered Agent in the name of the Trust at the mailing location listed below, and that I/we will faithfully perform the duties and obligations imposed upon me here-in, to the best of my ability; I will faithfully account to the said “P-365 365 US” Trust along with all their unique assigned sub-record special deposit title(s) for all res/funds/monies received by me/us for the purpose of said trust.

If there is any information regarding this that needs to be gleaned, please contact the Trustee at:

Barrett, Wayne Anthony,
Private Citizen of the United States
Non-domestic, without the "United States"
located near Cobb County Survey Landmarks
C/o: [REDACTED], Acworth, Georgia, Cobb County

IN WITNESS WHEREOF, the undersigned Trustee executes this instrument by their own free will act, volition, and deed on this 13th day of January two thousand twenty-three of the year of our Lord.

Signed in the presence of:
Gran P. Mather
private witness 1, without prejudice

RP ██████████ 365 US Trust
Barrett, Wayne Anthony
Barrett, Wayne Anthony, Trustee

CERTIFICATE of ACKNOWLEDGEMENT

The Declaration of Independence at Large 4 July 1776
The United States of America at Large 15 December 1791
Acworth state at Large December 3, 1818
Cobb County at Large December 3, 1818

Scribes and Affirms

On This 11 day of January, 2021, before me: Barrett Wayne the undersigned notary public duly authorized certify that I determined from satisfactory evidence that declarant is whose name is scribed within the instrument, and comes before me by special limited restricted ministerial visitation, and acknowledges, freely marks, and impresses his assent to this declaration "Notice of Acknowledgement, Receipt and Acceptance" and "four annexes" herein being duly affirmed, and acknowledges and vows it to be his own free will self-determined act and volition as to seal this matter. He scribes, vows and acknowledges before me on this 11th day of January, 2021. I certify under penalty of perjury under the laws of Illinois that the foregoing paragraph is true and correct.

My commission expires DECEMBER 1, 2018
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 18, 2022

CERTIFICATE OF FOREIGN GRANTOR TRUST

Psa 98:9

By Individual Private Georgian, American National, under "Full Faith and Credit" The United States of America, The State of Georgia, County of Cobb Wayne Barrett being duly sworn, on oath says as follows:

1. The name of the Foreign Grantor Trust is: Wayne Anthony Barrett Trust or alternatively, ~~Barrett 365 US -00.001~~ thru ~~Barrett 815 365 US -99.999~~
2. The creation date of the Trust Instrument is: January 11, 1981;
3. The execution date of the Trust Instrument is: January 11, 2021;
4. ~~Grantor does deliver special deposit consisting of twenty-one 1 oz. silver dollars creating the trust.~~
5. The name of each Grantor of the Trust is: Wayne Anthony Barrett;
6. The name of the sole Trustee is: Wayne Anthony Barrett;
7. The name and address of the Trustee empowered to act under the Trust Instrument at the time of execution of this Certificate is:

Wayne Anthony Barrett Trust
Wayne Anthony Barrett Trust
c/o [REDACTED]
Acworth, Georgia, Cobb County near [30102]
8. The Trustee has full dispositive and discretionary powers and is authorized by the Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, EXCEPT as limited by the following: None;
9. Any other Trust provisions the undersigned wishes to include: None;
10. The Foreign Grantor Trust is irrevocable and has not terminated nor been revoked; and
11. The statements contained in the Certificate of Trust are true and correct and there are no other provisions in the Trust Instrument or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, or transfer title to rights or interests in real or personal property either legal or equitable;
12. No person or entity paying money to or delivering property to any Trustee shall be required to see to its applicability. All persons relying on this Certificate of Trust regarding the Trustees and their powers over Trust property shall be held harmless from any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

Scribed on this 11th day of January, 2021 under my hand and seal affirmed under oath with intent, special purpose, freewill act and Deed under the Law of God and the Maxims of Equity.

Wayne Anthony Barrett Trust

By: Wayne Anthony Barrett
Wayne Anthony Barrett, Trustee[Signature]
private witness 1, without prejudice

CERTIFICATE of JURAT

STATE OF GEORGIA)
COUNTY OF _____)

On this 11th day of January, 2021, before me, the undersigned notary public, Danelle Neal, duly authorized, empowered and admitted to take jurats appeared by special restricted visitation Barrett, Wayne Anthony Trustee, Trustee private American named within, personally known to me to be a private Georgia national who subscribed before me the "Certificate of Foreign Grantor Trust" document and who affirmed before me under oath that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Danelle Neal
NOTARY PUBLIC
My commission expires: NOV 11
DANELLE NEAL
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 18, 2022

For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."
"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S)A

McCalla Letter Threatening
Foreclosure 4/19/2023

LAW OFFICES
MCCALLA RAYMER LEIBERT PIERCE, LLC

1544 Old Alabama Road
ROSWELL, GA 30076

TELEPHONE (770) 643-2148
TELEFAX: (770) 643-4062
(800) 845-8633

NOTICE TO OCCUPANTS OF PENDING ACQUISITION

Wayne A Barrett
and/or Occupant
[REDACTED]

April 19, 2023

Acworth, GA 30101

HUD/FHA Case #: [REDACTED] 7-703
Client Loan #: XXXXXX6732
Our File#: [REDACTED] 96GA

BE ADVISED THAT UNDER FEDERAL LAW, THIS LAW FIRM MAY BE DEEMED A DEBT COLLECTOR. ANY INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT.

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA.
ESTO ES UN AVISO MUY IMPORTANTE. SI NO ENTIENDE EL CONTENIDO, OBTENGA UNA TRADUCCION INMEDIATAMENTE. SI USTED NO RESPONDE DENTRO DE VEINTE (20) DIAS, PUEDE QUE TENGA QUE MUDARSE DE LA CASA APARTAMENTO EN QUE VIVE.

Dear Sir or Madam:

The above-referenced loan has been referred to this law firm for a nonjudicial foreclosure of the property listed above due to a default under the loan documents. The actions we have been requested to take are at this time limited to those in furtherance and support of a nonjudicial foreclosure pursuant to Georgia law.

The mortgage for the property in which you are living is in foreclosure as a result of the property owner's default. Within the next 60 to 90 days, title to the property is expected to be transferred to M&T Bank. Sometime thereafter, ownership of the property will probably be transferred to the Secretary of Housing and Urban Development (HUD).

HUD generally requires that there be no one living in properties conveyed to the Secretary as a result of a foreclosure. As the Federal Housing Administration's (FHA) single family program is a mortgage insurance program, it must sell all acquired properties and use the proceeds of sale to help replenish the FHA Mortgage Insurance Fund. It is not a rental program. There are other programs within HUD that assist in making rental housing available.

However, before M&T Bank conveys the property to HUD, you may be entitled to remain in the property for some period of time, pursuant to federal, state, or local law. If applicable, a separate notice regarding occupancy rights will be provided to you when complete title to the property is transferred to M&T Bank.

If you are not entitled to remain in the property under federal, state, or local law, you may nevertheless be eligible to remain in the property upon conveyance to HUD, if certain conditions are met, as described in the document "Conditions for Continued Occupancy" which is attached to this letter (Attachment 3). To be considered for continued occupancy upon conveyance to HUD, you must submit a written request to HUD within 20 days of the date at the top of this letter or the property must be vacated before the time HUD is scheduled to acquire it. Oral requests will not be accepted.

Please use the enclosed, Form HUD-9539, Request for Occupied Conveyance (Attachment 1) in making your request, as it gives HUD information it needs to make its decision. You must send your request and the enclosed Request for

Verification of Employment (Attachment 2) to Information Systems Networks Corp., HUD's Mortgagee Compliance Manager (MCM), at the following address: Information Systems Network Corporation, 2000 N. Classen Blvd, Suite 3200, Oklahoma City, OK 73106, Toll Free Telephone Number: (888) 619-7835 and Fax Number: (405) 602-1520. As the occupant requesting the occupied conveyance, you have sole responsibility for submission of a signed Verification of Employment form with your Occupied Conveyance request.

If you or a member of your household suffers from an illness or injury that would be aggravated by the process of moving from the property, please also provide supporting documentation of the illness or injury. This documentation must include a projection of the date that the individual could be moved without aggravating the illness or injury and a statement by a state-certified physician establishing the validity of your claim.

Please ensure that you include all required documentation with your request; incomplete requests will be denied. Additional information that you wish to include with your request may be written on additional pages that you attach to the Request for Occupied Conveyance form.

If HUD approves your request to remain in the property, you will be required to sign a month-to-month lease and pay rent at the prevailing fair market rate. If HUD does not become owner of this property, any decision it may make with respect to your continued occupancy will no longer apply.

Your right to continued occupancy of the property under HUD's Occupied Conveyance policies will only be temporary, depending on the circumstances, as described in the attached document, Temporary Nature of Continued Occupancy (Attachment 4).

For assistance in finding affordable housing, you may wish to contact one or more of HUD's approved housing counseling agencies. These agencies usually provide services at little or no cost. A counselor may be able to recommend other organizations that can also be of assistance. If you have access to the internet, you may locate a local housing counseling agency by visiting the following webpage: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. Alternatively, you may call the HUD Housing Counseling and Referral Line, weekdays between 9:00 am and 5:00 pm EST. The Referral Line telephone number is (800) 569-4237.

If you have any questions concerning this notice, please contact M&T Bank at 800-724-1633.

Sincerely,

McCalla Raymer Leibert Pierce, LLC
For M&T Bank

/UPa

Attachments

Attachment 1 (*Request for Occupied Conveyance – Form HUD 9539*)

Attachment 2 (*Request for Verification of Employment*)

NOTE: Mortgagees may use their own standard employment verification forms.

Attachment 3 (*Conditions for Continued Occupancy*)

Attachment 4 (*Temporary Nature of Continued Occupancy*)

For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."

"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) B.

Writ of Quo Warranto Sent.
To CEO & CFO.

Exhibit
3



1906

Treaty Of Peace and Friendship

Moorish National Republic Federal Government
Moorish Divine and National Movement of the World
NorthWest Amexem/ Northwest Africa / North America / 'The North Gate'
'Temple of the Moon and Sun'
Societas Republicae L: Al Maurikanos
The True and De Jure Natural Peoples- heirs of the Land

Affidavit of Fact

WRIT OF QUO WARRANTO

International Document

Notice to Agent is Notice to Principal - Notice to Principal is Notice to Agent

EXHIBIT A, Exhibit B,

Re: 00012736732

Exhibit: A

Rene F. Jones [CEO], Darren King [CFO]
M&T BANK
1 M&T plaza, 345 Main St
Buffalo, NY 14203

Tracking: 7022 0410 0002 8218 1729

ALL That tract or Parcel of Land lying and being in
Land Lot 23 of the 20th District, 2nd Section, of Cobb County,
Georgia.
Being Lot 7, Keene Land Subdivision, As per Plat recorded
In Plat Book 239, Page 30 Cobb County, Georgia Records,
which Plat is Allodial Herein and made a part Hereof
By this Reference.



Re: Misrepresented instrument - foreign bill of exchange / bill of attainder titled: Deed Of Trust, NOTE, Mortgage Letter.

Stare Decisis Law

"A court cannot confer Jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court. "See Old Wayne Mut. L Assoc. v, McDonough, 204 U.S. 8,27 S. CL236 (1907)

For the record, I am Wayne A. Barrett-Bey, Moorish American national of the Moroccan Empire, natural person, in full life, in Propria Persona, *sui juris*. My nationality / citizenship is Moorish American, being aboriginal and indigenous sovereign nationals and heirs of the Moroccan Empire, and foreign national inhabitants at the corporate USA, Georgia republic. I come now making special appearance under duress as authorized representatives, *ex rel.* the artificial corporate person / *nom de guerre* WAYNE ANTHONY BARRETT, and I hereby challenge your jurisdiction via quo warranto on the grounds of lack of jurisdiction and improper venue.

Jurisdiction and Venue

I hereby invoke my treaty right to consular jurisdiction under Articles 20 and 21 of the Treaty of Peace and Friendship of 1836 between the United States of North America and Moroccan Empire:

Article 20. If a citizen of the United States, or any persons under their protection, shall have any disputes with each other, the Consul shall decide between the parties, and whenever the Consul shall require any aid or assistance from our Government, to enforce his decisions, it shall be immediately granted to him.

Article 21. If a citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a citizen of the United States, the law of the country shall take place, and



equal justice shall be rendered, the consul assisting at the trial; and if any delinquent shall make his escape, the consul shall not be answerable for him in any manner whatever.

See *Kolovrat v. Oregon*, 366 U.S 187, 194, 81 S Ct. 92 (1961) ("A state cannot refuse to give foreign nationals their treaty rights because of fear that valid international agreements may possibly not work completely to the satisfaction of state authorities. Under the supremacy clause of the United States Constitution Art. VI, clause 2, state policies [...] must give way to overriding federal treaties and conflicting arrangements. ")

Quo 'l arranto

YOU ARE HEREBY COMMANDED to produce the following for the record as proof and evidence of your lawful jurisdiction and judicial authorization:

1. A certified copy of the original Note in blue ink signature
2. A copy of the alleged valid and verifiable contract or commercial agreement mutually made between any natural person authorized representative, agent, personnel, etc. of the SUPERIOR COURT OF JUSTICE (Inc.) and I, which obliges me to any foreign corporate statute, rule, etc., or to any other specific performance by my free consent.
3. The name, address, and telephone number of the public hazard and malpractice bonding company and the policy number of the bond, and if required, a copy of the policy describing the bonding coverage of the specific job performance of you (plural) and all other third party natural persons associated with this matter acting as officers / employees / contractors / agents/ representatives of the SUPERIOR COURT OF JUSTICE (Inc.) being associated with misrepresented instrument - foreign bill of exchange / bill of attainder.
4. Proof of consideration paid by M7T Bank at the time of closing.
5. Affidavit by the two names signed under penalty and perjury denying that I did not fund this purchase amount, and that they will provide the GAAP books to show both sides of the ledger, denial that the Deed is not fatal in nature, answer as to why the note is stamped blank, a list of currency and payments that they accept to discharge debt.



Page 21 of 26 - C-V

4. Proof that lawful service of process was made upon me in accordance with the prerequisites of my 'Due Process Rights'.

Allodial Compensation Invoice

The following damages are being claimed against you, Lawrence E. Burke, Joan Bloom, Melinda Taylor, Officer Tidwell and all persons in anyway involved in case no 3938296.

<u>Damages</u>	<u>Cost</u>
Conspiracy against rights (18 USC 241)	\$2,000,000.00
Deprivation of treaty rights under color of law (18 USC 242)	\$2,000,000.00
Trespassing.....	\$2,000,000.00
Copy Right Infringement	\$2,000,000.00
Fraud in the inducement	\$2,000,000.00

Total: \$10,000,000.00 payable in lawful money of .9999 fine silver bullion coins and/or bars, at the date of this letter the USA is no longer the currency of the world. China and Russia are the new superpowers with currency backed by minerals from the earth.

Days of Grace to Answer

You have three (3) days from your receipt of this Affidavit of Fact; Writ of Quo Warranto to answer and produce the above evidence for the record.

THIS PROCEEDING IS NOT VALID AND CANNOT PROCEED until jurisdiction is proved to exist! Otherwise, the misrepresented instrument- foreign bill of exchange / bill of attainder, must be dismissed with prejudice for lack of jurisdiction. See Melo v. United States, 505

F.2d 1026 ("Once Jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks Jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action.")



6/20/2023-09167946-CU
Page 22

Failure to answer and produce the above evidence constitutes DEFAULT and serves as your admission by silence to lack of jurisdiction and fraud; and to the misrepresented instrument-foreign bill of exchange/bill of attainer. Elliot v. Peirsol, 26 U.S. 328, 3400 (1828) (" If a court acts without authority. Its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a remedy sought in opposition to them, even prior to a reversal. They constitute no justification, · and all persons concerned in executing such Judgments, or sentences, are considered, in law, as trespassers."): also, see United States v. Throckmorton, 98 U.S. 61 ("Fraud vitiates the most solemn contracts, documents and even judgments. ")

Affidavit

I declare and affirm by virtue of divine law, under the Zodiac Constitution, and upon the United States Republic Constitution of 1791, and upon the honor of our Foremothers and Forefathers that the above Writ Of Quo Warranto and Affidavit is true and correct. I affirm that I have accepted the open-ended Deed, and sent notice of reconveyance to the CFO, and CEO. My home is not abandoned and I am the rightful owner to the property and I have settled all debt with a negotiable instrument that was accepted by Eric Manser and signed for by Erica Manser.

Executed this 22 day of August, 2022


 Wayne - Anthony Barrett-Bey Deed
 Affiant: Wayne A. Barrett Bey, Sui Juris in full
 life, in Propria persona. Authorized
 representative, ex rel. WAYNE ANTHONY
 BARRETT All Rights Reserved

c/o [REDACTED]
 Acworth Georgia Republic [Postal code Exempt]

Maghrib al Aqsa
 North - West Amexem.



Affidavit of Fact

Certificate of Service

I, Wayne Barrett-Bey hereby certify that on this 22 day of

August, 2021, the enclosed Affidavit of Fact: Writ of Quo Warranto [Exhibit] was
hand delivered to the following recipients:

Rene F. Jones [CEO], Darren King [CFO]
M&T BANK
1 M&T plaza, 345 Main St
Buffalo, NY 14203

RE: Void Misrepresented Instrument – Mortgage Note, Deed
of Trust

The use of this Form and the above signature (or any derivative thereof) is restricted to the above signed and
witnesses in good standing as of the date stated herein. Any and all other usages are
prohibited.

Tracking: 7022 0410 0002 8218 1729



For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."

"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) C

Adverse Claim to property Sent

Form: 3811 USPS



Exhibit C

Yororish National Republic Federal Government

Yororish Divine and National Movement of

the World

Northwest Amerem / Northwest Africa / North America / 'The North
Gate'

~ 'Temple of the Moon and Sun' ~

Societas Republicana Cn Al Mavilanos

The True and De jure Natural Peoples ~ Heirs of the Land

Affidavit of Fact

Adverse Claim of Title and Reversion of Ancestral Estate - EXHIBIT: C

International Document
Notice to Agent is Notice to Principal-Notice to Principal is Notice to Agent

Re: 0012736732

Rene F. Jones (CEO), Darren King (CFO)
M&T BANK
1 M&T plaza, 345 Main St
Buffalo, NY 14203

RE: Void Misrepresented Instrument – Note, Deed, all

Tracking: 7022 0410 0002 8218 1729



2023-06-24 2023-06-24 5-C U
Page 20

Stare Decisis Law

*"A state cannot refuse to give foreign nationals their treaty rights because of fear that valid international agreements may possibly not work completely to the satisfaction of state authorities. Under the supremacy clause of the United States Constitution Art. VI, clause 2, state policies as to the rights of aliens to inherit must give way to overriding federal treaties and conflicting arrangements." See *Kolovrat v. Oregon*, 366 U.S. 187, 194, 81 S.Ct. 922 (1961)*

I, Wayne A. Bey, *sui juris*, an aboriginal and indigenous Moorish American sovereign national of the Moroccan Empire at Maghrib al Aqṣā, North-West Amexem / North America, being of legal age, after being duly affirmed according to law, hereby depose and state the following:

1. I am one of the surviving *consanguinity* heirs apparent of the late ancient Moabites (modernly known as Moroccans) from the land of Moab who received permission from the Pharaohs of Kemet to settle and inhabit North-West Africa (Amexem); they were the founders and are the true possessors of the present Moroccan Empire, with their Canaanite, Hittite, and Amorite brethren who sojourned from the land of Canaan seeking new homes. Their dominion and inhabitation extended from North-East and South-West Africa, across the great Atlantis even unto the present North, South, and Central America and also Mexico and the Atlantis Islands, before the great earthquake, which caused the great Atlantic Ocean.
2. My nationality/ citizenship and political status as an aboriginal indigenous Moorish American sovereign national of the Moroccan Empire and direct descendant of the ancient Moabites (Moroccans) by *jus sanguinis*, is recognized under registration number ©AA 222141, Class A, with the Clock of Destiny Moorish American National Identification Card and Zodiac Constitution recorded by Charles Mosley Bey, a Moorish



American and my kin by consanguine, on September 10, 1952, in the Library of Congress Copyright Office, Washington, District of Columbia, and the United States Department of Justice.

3. My Moabite ancestors died intestate, and was vested with reversionary interest in the lands and resources of the Moroccan Empire at North America, which is in de facto occupational use, in usufruct, by the foreign hybrid European colonists exercising feudal law practices under color of law as citizens/ members/ beneficiaries of the UNITED STATES (Inc.) under the expired fifty (50) year mandate, i.e., the Treaty of Peace and Friendship of 1836 (in force 1837) between the United States of North America and the Moroccan Empire; which superseded the Treaty of Peace and Friendship of 1787 between the United States of America, and his Imperial Majesty the Emperor of Morocco. This treaty is the supreme Law of the Land under the 'Supremacy Clause' of the Constitution for the United States of North America Article VI, clause 2. Article 25 of the aforesaid Treaty of 1836 avers the expiration term as follows:

Article 25. This Treaty shall continue in force, with the help of God, for fifty years; after the expiration of which term, the Treaty shall continue to be binding on both parties, until the one shall give twelve months' notice to the other of an intention to abandon it; in which case, its operations shall cease at the end of the twelve months."

4. Per my treaty right to inherit under Article 22 of the Treaty of Peace and Friendship of 1836 between the United States of North America and the Moroccan Empire, and in accordance with the international law provisions of the United Nations Declaration on the Rights of Indigenous Peoples, I am competent to make claim to my inherited



ancestral estate in reversion as a surviving rightful heir apparent, which is being held in trust *dé facto* by the foreign corporate COMMONWEALTH OF GEORGIA (Inc.) and subsidiaries as escheated fee simple property under color of law within purview of the unconstitutional 14th Amendment to the United States Constitution. Per the stare decisis law in the *Kolovrat* case mentioned above, my treaty right to inherit property under Article 22 of the said Peace Treaty of 1836 overrides all state policies that are made to the contrary, which over the following:

Article 22. If an American citizen shall die in our country and no will shall appear, the Consul shall take possession of his effects, and if there shall be no Consul, the effects shall be deposited in the hands of some Person worthy of Trust, until the Party shall appear who has a right to demand them, but if the Heir to the Person deceased be present, the property shall be delivered to him without interruption; and if a will shall appear, the property shall descend agreeable to that will, as soon as the Consul shall declare the validity thereof.

5. I hereby make an adverse claim of aboriginal title to my ancestral estate in reversion as described below, to wit:

ALL that certain plot, piece, or parcel of land with resources, buildings and improvement thereon erected, situated, lying and being, known to be located near ACWORTH, Georgia commonwealth republic, known by the street address of 1 [REDACTED], Acworth, Géorgia, at Maghrib al Aqṣā, North-West Amexem, and geographically located on the North American continent within the dominions of the Moroccan Empire at Maghrib al Aqṣā, North-West Amexem, Latitude



LE # 2023-06-29 08:42:46 - CVA

34.064960, Longitude -84.606690, GPS (Global Positioning System) coordinates
34° 3' 53.856" North; and 84° 36' 24.084" West;

6. This claim is made pursuant to the aboriginal land tenure systems, traditions, and customs of my ancient Moabite Foremothers and Forefathers in accordance with international law under Articles 26, 27, 28, 29, 30, and 37 of the United Nations Declaration on the Rights of Indigenous Peoples.
7. The above-described property is registered in a private allodial trust titled: Allodial Irrevocable Private Living Trust of Wayne A. Barrett Bey dated January 11, 2020, which I am the Trustee of; and the document titled Memorandum of Trust shall serve as proof of such trust.
8. Any mortgage, hypothecation, lien, encumbrance, or fee simple deed (color of title) attached to my ancestral estate in reversion known as [REDACTED] Acworth, Georgia Republic [30102] claimed or held by any citizen(s) of the United States via feudal law practice within purview of the 14th Amendment to the United States Constitution, being recorded in the Land Records of Acworth, Georgia, are held to be ineffective, invalid, null, void and unconstitutional per the Congressional Record Proceedings and Debates of the 90th Congress, 1st Session, Volume 113 - Part 12, June 12, 1967, page 15614 (The 14th Amendment is Unconstitutional).
9. I am, therefore, executing this Affidavit for the purpose of attesting to the truthfulness of the facts set forth herein, and a copy of this Affidavit, and the Memorandum of Trust, and any other relevant documents will be made viewable for publication at: www.EnforceTheConstitution.org/adverse-claim-to-property



AFFIDAVIT

I affirm by virtue of Divine Law; under the Zodiac Constitution; and upon the United States Republic Constitution; and upon the honor of my Foremothers and Forefathers that the foregoing Affidavit of Fact: Adverse Claim of Title and Reversion of Ancestral Estate is true and correct. I rescind my signature from all documents that I signed under coercion, that gave M&T Bank and all parties involved known and unknown in the collusive action to defraud me of my ancestral rights to the land.

Executed this day of 22, August, 2022.

Wayne - Anthony Barrett - Bey

Affiant: Wayne A. Bey, *de jure*
in propria persona, *sui juris*, *in solo proprio*
authorized representative, *ex rel.*

WAYNE ANTHONY BARRETT.

All Rights Reserved.

City: Acworth, Georgia *république* (Zip Exempt)



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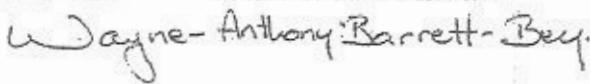
Affidavit of Fact

Deed Book 16112 Pg 346

Certificate of Service

Connie Taylor
Clerk of Superior Court Cobb Cty. Ga.

I, Wayne A. Bey, hereby certify that on the 22, August day 2022, the enclosed Affidavit of Fact: Adverse Claim of Title and Reversion of Ancestral Estate -EXHIBIT:B and the attachment Affidavit of Fact: Memorandum of Trust were sent via the enclosed Affidavit of Fact: Adverse Claim of Title and Reversion of Ancestral Estate -EXHIBIT: and the attachment Affidavit of Fact: Memorandum 2020, the enclosed Affidavit of Fact: Adverse Claim of Title and Reversion of Ancestral Estate -EXHIBIT: and the attachment Affidavit of Fact: Memorandum of Trust were sent via certified mail to the following recipient:



Re: Case Number: ([REDACTED]) 6732

Rene F. Jones [CEO], Darren King [CPO]
M&T BANK
1 M&T plaza, 345 Main St
Buffalo, NY 14203

RE: Void Misrepresented Instrument – Mortgage Deed, Mortgage Note,

7022 0410 0002 8218 1729.



For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."
"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) D

Warranty deed.
Shows Conveyance with Silver
Coin.

GEORGIA, COBB COUNTY
I HEREBY CERTIFY THE WITHIN AND FORE-
GOING TO BE A TRUE, CORRECT AND COM-
PLETE COPY OF THE ORIGINAL THAT APPEARS
IN Deed BOOK 16094 PAGE 49
IN THIS OFFICE

Deed Book 16094 Pg 49
Filed and Recorded Oct-13-2022 03:41pm
2022-0118758
Real Estate Transfer Tax \$0.00
0332022026909

THIS April DAY OF 24th 20 23
JR Divers
DEPUTY CLERK, COBB SUPERIOR
COURT, COBB COUNTY, GEORGIA


Connie Taylor
Clerk of Superior Court Cobb Cty. Ga.

Return Recorded Document to:
Wayne -Anthony :Barrett-Bey
C/o [REDACTED]
Acworth Georgia [30102]

Exhibit D.

LIMITED
WARRANTY DEED

STATE OF Georgia
COUNTY OF COBB

THIS INDENTURE made this April 1, 2022 between WAYNE ANTHONY BARRETT, of the State of Georgia, as party or parties of the first part, hereinunder called Grantor, and Express Trust of Wayne Barrett Bey, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and 3 Silver coins other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

LEGAL DESCRIPTION HERE
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF 28TH DISTRICT,
2ND SECTION, OF COBB COUNTY, GEORGIA BEING LOT 7, KEENELAND GEORGIA RECORDS,
WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY LAND PATENT.

This Deed is given Exempt of all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in allodial, subject, however, to all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior

100-
2023-0067946-34

Deed Book 16094 Pg 50
Connie Taylor
Clerk of Superior Court Cobb Cty. Ga.

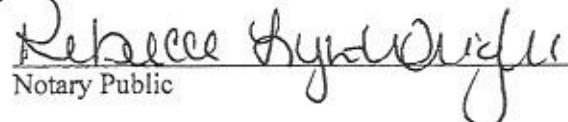
years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").

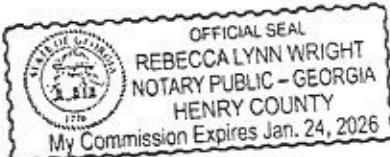
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons by, through and under the above named grantor, but not otherwise provided, however, that Grantor's conveyance of the Property and Grantor's warranties of title contained in this Deed are and shall be subject to the Permitted Encumbrances.

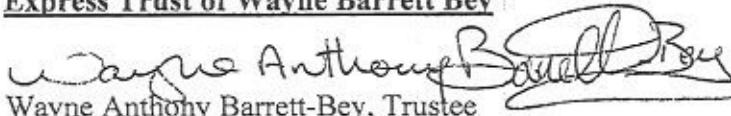
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

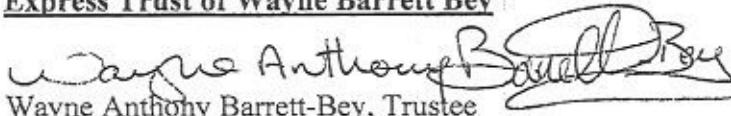
Signed, sealed and delivered in the presence of:


Witness


Rebecca Lynn Wright
Notary Public




Express Trust of Wayne Barrett Bey


Wayne Anthony Barrett-Bey, Trustee



104-26023-006794-6-CV

For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."
"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) E

- Exemplification of Actual Notice of Reconveyance.
- Acceptance of Note (open ended) signed as Settlor.

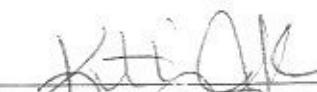
EXEMPLIFICATION

Georgia, Cobb County

I, Kianti Franklin, Deputy Clerk of the Superior Court of Cobb County, do hereby certify that I have compared the foregoing copy of Notice of Recompliance

with the original record thereof, now remaining in this office, and the same is a correct transcript therefrom, and the whole of such original record, and that said Court is a Court of Record.

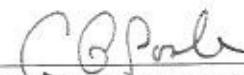
IN TESTIMONY WHEREOF, I have thereunto set my hand and affixed the seal of said Court, this the 24th day of April, 2023.


Deputy Clerk, Superior Court of Cobb County, Georgia

Georgia, Cobb County

I, Kianti Franklin, do certify that I am Judge of Superior Court of said county, and that I am the presiding Judge of said Court and that the above attestation, subscribed by Clerk of said Court, is sufficient and in due form of law, and that their signature thereto is genuine.

Witness my hand and official signature, this the 24th day of April, 2023.


Judge, Superior Court of Cobb County, Georgia

Georgia, Cobb County

I, Kianti Franklin, Deputy Clerk of the Superior Court in and for said County, hereby certify that the above attestation of Honorable A G Poole Judge of the Superior Court of Cobb County, Georgia is their genuine signature, and that he/she is Judge of said Court, and said certificate is in due form of law.

Given under my hand and seal of office, this the 24th day of April, 2023.


Deputy Clerk, Superior Court of Cobb County, Georgia

Manufacturers & Trade Bank / Trust
(M&T Bank / Trust) Corporate Office
626 Commerce Dr,
Buffalo, NY 14228

Deed Book 16038 Pg 1927
Filed and Recorded Mar-21-2022 03:37pm
2022-0033315



Connie Taylor
Clerk of Superior Court Cobb Cty. Ga.

Notice of Reconveyance

Loan# [REDACTED] 6732

Payee: Rene Francis Jones CEO of M&T Bank Corporation, M&T Bank Corporate Office 626 Commerce Dr, Buffalo, NY 14228

Payor: WAYNE A BARRETT, [REDACTED] ACWORTH GA [30102]

I, WAYNE A BARRETT, herein Settlor state the facts contained are true, correct and not misleading to the best of my personal knowledge.

Full reconveyance of original trustor in full event of a full reconveyance is not tendered in 10 days, beneficiary consents that the settlor records the reconveyance in the beneficiary's behalf.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF THE 20TH DISTRICT, 2ND SECTION, OF COBB COUNTY, GEORGIA,

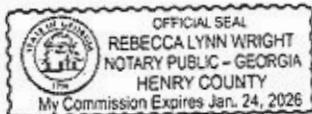
BEING LOT 7, KEENELAND SUBDIVISION, ASPER PLAT RECORDED IN PLAT BOOK 239, PAGE 30, COBB COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

As a Notary Public for said County and State, I do hereby certify that on this day 21 of March, 2022

The above-mentioned Wayne A Barrett appeared before me and executed the foregoing instrument.

Witness my hand seal:

Rebecca Lynn Wright 03/21/2022



Wayne A. Barrett
Wayne A. Barrett, settlor

GEORGIA, COBB COUNTY
I HEREBY CERTIFY THE WITHIN AND FOREGOING TO BE A TRUE, CORRECT AND COMPLETE COPY OF THE ORIGINAL THAT APPEARS
IN Deed BOOK 16038 PAGE 1927
IN THIS OFFICE

THIS April DAY OF 24th 20 23

Connie Taylor
DEPUTY CLERK, COBB SUPERIOR
COURT, COBB COUNTY, GEORGIA



V

Multistate

NOTE

PMA Case No.

87-703

April 14, 2008
[Date]1928 Paddock Path Drive
Acworth, GA 30101
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means H&T Bank

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Two Hundred Fifty Five

Thousand Five Hundred Twenty Six And Zero/100

Dollars (U.S. \$ 255,526.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of five and one half percent (5.500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on June 01, 2008. Any principal and interest remaining on the first day of May 2038, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 62182, Baltimore, MD 21264 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,450.85. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

5732

5732

PMA-1R 0210102

PMA Multistate Fixed Rate Note - 10/95

VMP Mortgage Services 800/621-7791

Page 1 of 2

John D. Johnson
Soleitor



6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower has given a notice of that different address.

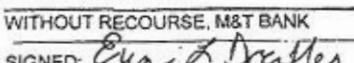
9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. At least one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 (Seal) _____ (Seal)
Wayne A. Barrett _____ -Borrower _____ -Borrower

(Seal) _____ (Seal)
PAY TO THE ORDER OF: _____ -Borrower _____ -Borrower

WITHOUT RECOURSE, M&T BANK (Seal) _____ (Seal)
SIGNED:  _____ -Borrower _____ -Borrower

NAME: ERIN L. DOERFLER (Seal) _____ (Seal)
TITLE: ASSISTANT VICE PRESIDENT _____ -Borrower _____ -Borrower

6732 732

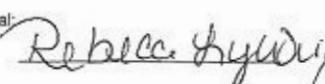
VERIFIED -1R 102101 02

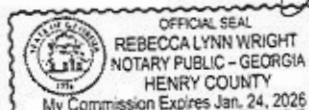
Page 2 of 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF THE 20TH DISTRICT, 2ND SECTION, OF COBB COUNTY, GEORGIA, BEING LOT 7, KEENELAND SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 239, PAGE 30, COBB COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

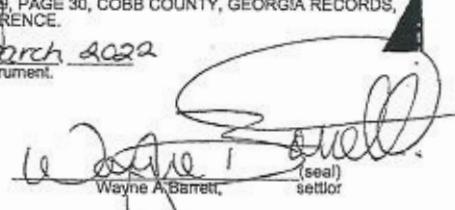
As a Notary Public for said County and State, I do hereby certify that on this day 21 of March 2022
The above mentioned Wayne A. Barrett appeared before me and executed the foregoing instrument.

Witness my hand seal:





CORPORATE
SEAL


Wayne A. Barrett (Seal) settlor



ED 2023-006794-6-CV
Page 41

For Judges Chambers Exclusive Equity case only

"Equity delights to justice and not by halves."
"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) F.

Form 3811 of Communication
& Notices of
1. special deposit
2. Notice of Reconveyance
3. Revocation of power of Attorney
4. etc.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

McCalla Leibert Pierce
LLC
1544 Old Alabama Rd
Roswell, GA 30076



9590 9402 6550 1028 3871 97

2. Article Number (Transfer from service label)

7021 2720 0000 1786 8368

restricted delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

McCalla Paymer Leibert
1544 Old Alabama Rd.
Roswell, GA 30076



9590 9402 6550 1028 3854 83

2. Article Number (Transfer from service label)

7021 2720 0000 1786 5534

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
30)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

McCalla Paymer Leibert
Pierce, LLC
1544 Old Alabama Rd.
Roswell, GA 30076



9590 9402 7261 1284 0306 11

2. Article Number (Transfer from service label)

7021 2720 0000 1786 6371

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Page 42

- Agent
- Addressee

B. Received by (Printed Name)

Behrhen Mow

C. Date of Delivery

3-21-22

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

30)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Mc-72

- Agent
- Addressee

B. Received by (Printed Name)

Richard Mow

C. Date of Delivery

21 Mar 22

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

30)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Exhibit 11

80-946740

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
McCalla Raymer Leibert
 Pierce, LLC
 1544 Old Alabama Rd.
 Roswell, Ga. A. 30076.



9590 9402 7261 1284 0306 35

(Transfer from service label)

7021 2720 0000 1786 6395

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
McCalla Raymer Leibert
 Pierce, LLC
 1544 Old Alabama Rd.
 Roswell Ga. A. 30076.



9590 9402 7261 1284 0305 12

2. Article Number (Transfer from service label)

7021 2720 0002 6823 1799

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X McT.R

Agent
 Addressee

B. Received by (Printed Name)

R. McCalla Raymer

C. Date of Delivery

28 Apr 21

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

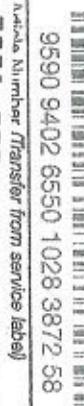
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail

Mail Restricted Delivery 10)

 Priority Mail Express®

- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

7/19/21 X

9590 9402 6550 1028 3872 58

7021 2720 0000 1786 6395

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

McCalla Raymer

C. Date of Delivery

4-8-20

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

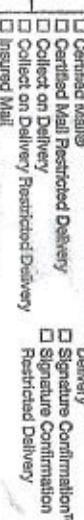
3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail

 Priority Mail Express®

- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



9590 9402 6550 1028 3872 58

7021 2720 0000 1786 6395

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

McCalla Raymer

C. Date of Delivery

7-2-21

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Darren J. King
one M+T Plaza
Buffalo, N.Y. 14203.



9590 9402 6550 1028 3873 33

2. Article Number (*Transfer from service label*)

7021 2720 0000 1786 6388

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
X RALPH E. MAST <i>Ralph E. Mast 411</i>	
B. Received by (Printed Name)	
C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
E. Service Type	
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Second Mail Mail Restricted Delivery	
<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

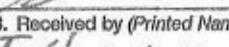
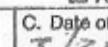
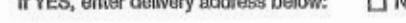
M+T Corporate
 CEO: Pierre F. Jones CFO: Darr
 One M+T Plaza
 Buffalo N.Y. 14203



9590 9402 6550 1028 3872 03

2. Article Number (Transfer from service label)

7021 2720 0000 1786 66

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
	
<input checked="" type="checkbox"/> Agent	
<input type="checkbox"/> Addressee	
B. Received by (Printed Name)	
	
C. Date of Delivery	
	
D. Is delivery address different from item 1?	
If YES, enter delivery address below: 	
<input type="checkbox"/> Yes	
<input type="checkbox"/> No	
E. Service Type	
<input type="checkbox"/> Adult Signature	
<input type="checkbox"/> Adult Signature Restricted Delivery	
<input type="checkbox"/> Certified Mail®	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Collect on Delivery	
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> *All	
<input type="checkbox"/> All Restricted Delivery	
<input type="checkbox"/> O)	
<input type="checkbox"/> Priority Mail Express®	
<input type="checkbox"/> Registered Mail™	
<input type="checkbox"/> Registered Mail Restricted Delivery	
<input type="checkbox"/> Signature Confirmation	
<input type="checkbox"/> Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

M T Bank
P.O. Box 840
Suffalo, N.Y. 14240



9590 9402 6550 1028 3882 55

2. Article Number (*Transfer from service label*)

7021 1970 0001 7556 2458

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
<input checked="" type="checkbox"/> <i>John Doe</i> <input type="checkbox"/> Agent <input type="checkbox"/> <i>John Doe</i> <input type="checkbox"/> Address	
B. Received by (Printed Name)	
<input type="checkbox"/> <i>John Doe</i> C. Date of Delivery <i>12/12/2012</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type	
<input type="checkbox"/> Adult Signature	
<input type="checkbox"/> Adult Signature Restricted Delivery	
<input type="checkbox"/> Certified Mail®	
<input type="checkbox"/> Certified Mail® Restricted Delivery	
<input type="checkbox"/> Collect on Delivery	
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Mail Restricted Delivery	
<input type="checkbox"/> Priority Mail Express®	
<input type="checkbox"/> Registered Mail™	
<input type="checkbox"/> Registered Mail Restricted Delivery	
<input type="checkbox"/> Signature Confirmation	
<input type="checkbox"/> Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION

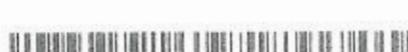
- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

M + T Bank Headqua
one M + T Plaza
Buffalo, NY 14203.

2. Article Number (*Transfer from service label*)

7021 1970 0001 7556 2



9590 9402 6550 1028 3855 75

COMPLETE THIS SECTION ON DELIVERY	
<p>A. Signature</p> <p><input checked="" type="checkbox"/> RALPH E. MAST</p>	
<p>B. Received by (Printed Name)</p> <p><i>Ralph E. Mast</i></p>	
<p>C. Date of Delivery</p> <p><i>3/1</i></p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><i>123 Main Street, Anytown, USA</i></p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Other</p>	
<p><input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Registered Mail®</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Rene F. Jones*
(ceo) M&T Bank
b2b Commerce Dr.
Amherst, N.Y. 14228



9590 9402 7236 1284 0210 33

2. Article Number (Transfer from service label)

7022 0410 0002 8218 1705

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Recipient

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Rene F. Jones (ceo)*
Daren King (CFO)
One M&T Plaza
8th Floor
Buffalo, NY 14203-2399



9590 9402 7236 1284 0210 19

2. Article Number (Transfer from service label)

7022 0410 0002 8218 1750

COMPLETE THIS SECTION ON DELIVERY**A. Signature***9/3/22*

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

All
All Restricted Delivery**SENDER: COMPLETE THIS SECTION****■ Complete items 1, 2, and 3.**

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Rene F. Jones (ceo)*
Daren King (CFO)
1 M&T Plaza
345 Main St.
Buffalo, N.Y. 14203



9590 9402 7236 1284 0210 02

2. Article Number (Transfer from service label)

7022 0410 0002 8218 1743

COMPLETE THIS SECTION ON DELIVERY**A. Signature***RALPH E. MAST*

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

All
All Restricted Delivery

10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Rene F. Jones (ceo)*
Daren King (CFO)
One M&T Plaza
8th Floor
Buffalo, NY 14203-2399



9590 9402 7236 1284 0209 37

2. Article Number (Transfer from service label)

7022 0410 0002 8218 1729

COMPLETE THIS SECTION ON DELIVERY**A. Signature***M*

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

All
All Restricted Delivery**COMPLETE THIS SECTION ON DELIVERY****A. Signature***RALPH E. MAST*

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

All
All Restricted Delivery

10

7/19/23
Exhibit

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: C.T. Corporation
Systems c/o Marty Stone
289 S. Culver St.
Lawrenceville, Georgia
30046.



9590 9402 7766 2152 7324 77

2. Article Number (Transfer from service label)

7021 0350 0001 6537 3562

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: M&T Bank
General Counsel
One M&T Plaza 8th
Floor
Buffalo, N.Y. United States



9590 9402 7766 2152 7324 53

2. Article Number (Transfer from service label)

7022 2410 0003 2123 4175

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X C.T. Corporation

 Agent Addressee

B. Received by (Printed Name)

CT CORPORATION

MAY 3 2023

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail
- Mail Restricted Delivery
- Restricted Delivery

 Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation™ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: Darren King C.F.O.
Gene F. Jones C.E.T.
1 M&T Bank Plaza
345 Main St.
Buffalo, N.Y. 14203



9590 9402 7766 2152 7351 40

2. Article Number (Transfer from service label)

7020 3160 0001 4203 5507

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RALPH E. MAST

 Agent
 Addressee

B. Received by (Printed Name)

Ralph E. Mast

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

 Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

A. Signature

X C.T. Corporation

 Agent
 Addressee

B. Received by (Printed Name)

CT CORPORATION

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

 Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: M&T Bank
General Counsel
One M&T Plaza 8th
Floor
Buffalo, N.Y. United States



9590 9402 7766 2152 7324 53

2. Article Number (Transfer from service label)

7022 2410 0003 2123 4175

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RALPH E. MAST

 Agent Addressee

B. Received by (Printed Name)

Ralph E. Mast

MAY 3 2023

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

 Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: C.T. Corporation
Systems c/o Marty Stone C.E.T.
McCalla L.L.C.
289 S. Culver St.
Lawrenceville, Georgia 30046



9590 9402 7766 2152 7324 84

2. Article Number (Transfer from service label)

7022 0410 0002 8218 1910

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X C.T. Corporation

 Agent
 Addressee

B. Received by (Printed Name)

CT CORPORATION

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

 Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation Signature Confirmation Restricted Delivery

For Judges Chambers Exclusive Equity case only

“Equity delights to justice and not by halves.”
“Equity will not allow a statute to be used as a cloak for fraud.”

EXHIBIT(S) G.

Revocation of Power of Attorney, recorded on the record

GEORGIA REVOCATION OF POWER OF ATTORNEY

Use of this form is for the power of attorney of:

- Other: Promise to Pay, Revocation of Borrowers Rights, Note, Warranty Deed

I, WAYNE BARRETT principal/ Settlor, hereby immediately revoke those portions covering decisions of the document titled Revocation of Borrowers Rights, Notice of Acquisition, H.U.D harp loan, Warranty Deed that I previously executed on April 8, 2008, which had appointed M&T BANK, M.E.R.s, Cooling and Winter LLC as my agent and M&T BANK, MCCALLA RAYMER LEIBERT PIERCE LLC as my alternate successor agent. I hereby notify said agent(s) and any other interested persons that all portions of said document are revoked.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF 20TH DISTRICT 2ND SEC. OF COBB COUNTY, GEORGIA, LOT 7, SECTION AND SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 239, PAGE 30, COBB COUNTY, GEORGIA.

This revocation takes effect immediately. A photocopy has the same effect as an original.
Signed this 15 day of March, 2022

WAYNE BARRETT Print name of principal

Signature of principal →

Wayne A. Barrett
Principal
without recourse

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.

NOTARY ACKNOWLEDGMENT

State of Georgia)

County of Fulton)

On this 15th day of March, in the year 2022 before me

Danelle Neal, a notary public, personally appeared

Wayne A. Barrett, proved on the basis of satisfactory evidence to

be the person(s) whose name(s) (is/are) subscribed to this instrument and acknowledged
he/she/they) executed the same.

Danelle L. Neal
Witness my hand and official seal.

Notary Public, Georgia # 145 2-22 2-38.

DANELLE L NEAL
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 18, 2022

RECEIVED IN OFFICE
MAY 01 2023
CLERK OF SUPERIOR COURT COBB COUNTY

For Judge Chamber's Exclusive Equity case only

"Equity delights to justice and not by halves."
"Equity will not allow a statute to be used as a cloak for fraud."

EXHIBIT(S) I

Notice of Special Deposit H.U.D
ccp
Letter of Instructions.

Good day. I am giving written instructions, along with my Special Deposit and Notice of Private Trust interest. You were contacted prior to closest & close the account. Failure to do so has caused me to start a lawsuit. I can sue the implied Surety for the principal debtor. The Sale here beneficiary. I authorize you by Special deposit to use the principals Spend Thrift trust and offset the case # [REDACTED] 7-703.

Wayne A. Burnett
Hew Beneficiary
7-703

IN GOD WE TRUST
ONE
=====
SPECIAL DEPOSIT SPECIAL DEPOSIT
GUARANTEED
SIGNATURE GUARANTEED

UNITED STATES POSTAL SERVICE

Serial Number: **28387691796**

Year, Month, Day: _____ Post Office: _____ U.S. Dollars and Cents: **21.00**

Amount: **Twenty One Dollars and 00/100** **480,000.00** value. **Special Deposit for U.S. Clerk**

To: **Vinay Singh esq of Hill, D. and dischage of all debts.**

Address: **451 7th Street S.W.**

From: **Wayne Barrett**

Address: **Atlanta, GA**

Memo: **Case # 7-703, For Pay off of Principal debts WAYNE BARRETT**

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

1 **800 21** **9179611**

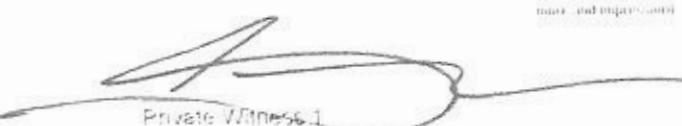
=====
28387691796
=====

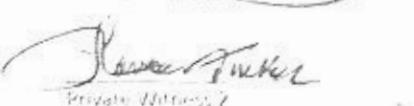
Tender to fiduciary trustee Vinay Singh of H.U.D. in Washington D.C. but not limited and including any board members the sum certain amount of:

\$21 USPS MONEY ORDER lawful currency of The United States of America well and truly tendered by and returned to Barrett, Wayne Anthony., private American national, private American Georgia National, surety, payor and redeemer, and tendered to the fiduciary for appointment for settlement, accord and satisfaction of any and all outstanding debts.

Jurisdiction of Tenderer is within the Union body, non-military occupied area, not subject to and wholly excluded from executive district and territorial emergency jurisdiction of the "United States" District of Columbia and Territories

make and impress 0000


Private Witness 1


Private Witness 2


Wayne Anthony Barrett
Barrett, Wayne Anthony Surety Redeemer Granted
C/o **[REDACTED]**
Acworth Georgia, The United States of America

Surety:

Barrett, Wayne Anthony Private American National Citizen of The United States of America

In Care of [REDACTED]

Acworth, Georgia, Cobb County

Intended Respondent/creditor(s)-subrogor(s)-Defendant(s):

Vinay Singh c.e.o of H.U.D, a Washington DC company doing business in Cobb County Georgia.

In care of: Chief Chancellor A. Gregory Poole, Occupant of court:
SUPERIOR COURT OF COBB COUNTY
70 HAYNES ST MARIETTA GA 30090

Service by and Respond to:

Barrett, Wayne Anthony Private American National Citizen of The United States of America

In Care of: 1 [REDACTED] Acworth Georgia near (30102)

RE: Accounts in connection with case3 [REDACTED] 7487 and Address 1 [REDACTED]
[REDACTED] Acworth GA 301202., WAYNE A. BARRETT, hereinafter "Account,"

NOTICE OF PRIORITY INTEREST.

NOTICE OF TENDER

NOTICE OF APPOINTMENT.

NOTICE OF SPECIAL DEPOSIT OF ORIGINAL PRIVATE TITLE DEEDS.

NOTICE OF PRIVATE LAWFUL CONSIDERATION BY PRIVATE AMERICAN NATIONAL

CITIZEN OF THE UNITED STATES OF AMERICA.

Greetings Chief chancellor Poole and defendant Vinay Singh

The process of subrogation is analogous to the creation of a constructive trust, the creditor being compelled to hold his rights against the principal debtor, and his securities, in trust for the subrogee.

I am the contributing heir and implied surety for principal-debtor-defendant WAYNE A. BARRETT (*doctrine of idem sonans has been terminated*) and along with Jesus Christ, the advocate and counselor, are using the right of visitation to exercise the ministerial powers to be heard on this matter. I am responding to this petition for my own protection against compulsion as the surety. Subrogation is forward looking rooted in the equity maxim... "*equity regards done what ought to be done*" subrogation is not founded upon contract, but is the creation of equity, and is enforced solely for accomplishing the end of substantial justice. It is the mode by which equity adopts to compel the ultimate payment of a debt by one who, in justice and good conscience, ought to pay.

As was said by Lord Brougham,³ "The rule is undoubted, and it is one founded on the plainest principles of natural reason and justice, that the surety paying off a debt shall stand in the place of the creditor, and have all the rights which he has, for the purpose of obtaining his reimbursement. It is

hardly possible to put this right of substitution too high, and the right results more from equity than from contract or quasi contract, unless in so far as the known equity may be supposed to be imported into any transaction, and so to raise a contract by implication. A surety will be entitled to every remedy which the creditor has against the principle debtor, to enforce every security and all means of payment, to stand in the place of the creditor, not only through the medium of contract, but even by means of securities entered into without the knowledge of the surety, having a right to have those securities transferred to him, though there was no stipulation for that, and to avail himself of all those securities against the debtor.

Thus, the guarantor of a promissory note will be subrogated to the rights of the holder thereof to whom he has made payment. And since the surety is entitled to the benefit of all the securities for the debt, all persons taking any of them, either from the principal debtor or from the creditor with notice of the facts and of the surety's responsibilities, are bound in equity to hold them for his benefit. Nor will it make any difference that the surety, in entering upon the obligation, did not rely upon the security, or even know of its existence. Any collateral security received by the creditor from the principal debtor will inure to the benefit of the surety.

Now coming as subrogee, hereby certify and declare that due to liability and compulsion to pay on behalf of Debtor, i now intervene as surety on behalf of above referenced principal Debtor, and to protect against the unjust enrichment to the Subrogor(s). SUPERIOR COURT OF COBB COUNTY OF THE COMMONWEALTH OF GEORGIA.

i, Subrogee, do hereby invoke my equitable right to subrogation and substitution to the rights of all Creditor-Subrogor-defendants. Subrogee do hereby subrogate and substitute to the above referenced Accounts' Creditors concerning all transactions ab initio of the principal Debtors. Now as a matter of course, Subrogee order Creditors-Subrogors-Defendants to discharge and extinguish the liens, levies, seizures and obligations against Debtor and Subrogee, and restore to Subrogee Creditors' secured interests, any/all Subrogees' collateral, payments, rents, interest and securities of Accounts of principal Debtor.

If you choose to ignore these facts then that would constitute a breach of trust in a court of equity against you.

Wayne A. Barrett
Barrett, Wayne Anthony, private American.

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

Filed In Office May-15-2023 14:53:39
ID# 2023-0067947-CU
Page 1

Wayne A. Barrett


Connie Taylor
Clerk of Superior Court Cobb County

PLAINTIFF

CIVIL ACTION NO. 2313742
COST DEPOSIT _____

VS.

Darren King, Rene F. Jones
Marty Stone, Vinay Singh

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is: *in propria persona Sui Juris*
Wayne - Anthony : Barrett, their Beneficiary

P.O. Box 2293
Acworth GA 30102,

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. NOTE: If a hearing has already been scheduled in this case, you must appear at that scheduled hearing, regardless of whether the 30 days for filing an answer has elapsed.

This 15 day of May, 20 23.

Connie Taylor
Clerk of Superior Court

By 

To Defendant upon whom this petition is served:
This copy of complaint and summons was served upon you _____, 20 _____.



Deputy Sheriff, Cobb County, Georgia

General Civil and Domestic Relations Case Filing Information Form

 Superior or State Court of

cobb

County

AP

For Clerk Use Only

Date Filed

5/15/23

Case Number

23-1-37472

Court of Superior Court Cobb County
County Clerk

MM-DD-YYYY

Plaintiff(s)

Barrett Wayne A.

Last	First	Middle I.	Suffix	Prefix

Defendant(s)

King Darren

Last	First	Middle I.	Suffix	Prefix
Jones	Rene	F.		
Stone	Marty			
Singh	Vinay			

Plaintiff's Attorney in propria persona State Bar Number N/A Self-Represented

Check one case type and one sub-type in the same box (if a sub-type applies):

General Civil Cases

- Automobile Tort
- Civil Appeal
- Contempt/Modification/Other
- Post-Judgment
- Contract
- Garnishment
- General Tort
- Habeas Corpus
- Injunction/Mandamus/Other Writ
- Landlord/Tenant
- Medical Malpractice Tort
- Product Liability Tort
- Real Property
- Restraining Petition
- Other General Civil

Domestic Relations Cases

- Adoption
- Contempt
- Non-payment of child support, medical support, or alimony
- Dissolution/Divorce/Separate
- Maintenance/Alimony
- Family Violence Petition
- Modification
- Custody/Parenting Time/Visitation
- Paternity/Legitimation
- Support - IV-D
- Support - Private (non-IV-D)
- Other Domestic Relations

 Check if the action is related to another action pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number

Case Number

 I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in OCGA § 9-11-7.1. Is a foreign language or sign-language interpreter needed in this case? If so, provide the language(s) required.N/A

Language(s) Required

 Do you or your client need any disability accommodations? If so, please describe the accommodation request.

DISCLOSURE STATEMENT
CLERK OF SUPERIOR COURTCourt of Common Pleas
Clerk of Superior Court (Dobbs County)

CASE NUMBER

23-1-374271

Assigned by Clerk

Wayne A. Barrett.

Plaintiff

Vs.
Darren King, Rene F. Jones,
Marty Stone, Vinay Singh
Defendant

TYPE OF ACTION

1. <input type="checkbox"/> Divorce without Agreement Attached	11. <input type="checkbox"/> URESA
2. <input type="checkbox"/> Divorce with Agreement Attached	12. <input type="checkbox"/> Name Change
3. <input type="checkbox"/> Domestic Relations	13. <input type="checkbox"/> Other
4. <input type="checkbox"/> Damages Arising out of Contract	14. <input type="checkbox"/> Recusal
5. <input type="checkbox"/> Damages Arising out of Tort	15. <input type="checkbox"/> Adoption
6. <input type="checkbox"/> Condemnation	
7. <input checked="" type="checkbox"/> Equity	
8. <input type="checkbox"/> Zoning- County Ordinance Violations (i.e. Injunctive Relief-Zoning)	
9. <input type="checkbox"/> Zoning Appeals (denovo)	
10. <input type="checkbox"/> Appeal, Including denovo appeal- excluding Zoning	

PREVIOUS RELATED CASES

Does this case involve substantially the same parties, or substantially the same subject matter, or substantially the same factual issues, as any other case filed in this court (Whether pending simultaneously or not)?

 NO YES- If yes, please fill out the following:

1. Case # _____
2. Parties _____ vs. _____
3. Assigned Judge _____
4. Is this case still pending? Yes No
5. Brief description of similarities:

Wayne A. Barrett.
Attorney or Party Filing Suit

IN the Superior Court of
Cobb County State of Georgia

Filed In Office May-22-2023 13:19:07
Case 2023-0071479-CV
Page 1

PRAYER FOR EMERGENCY INJUNCTIVE RELIEF

IN A COURT OF EQUITY


Connie Taylor
Clerk of Superior Court Cobb County

For Judges Chambers in Equity

Case #: 23-1-3742-71

Wayne Anthony Barrett (private American)

(Complainant)

Vs.

Rene F. Jones, Darren King
Vinay Singh, Marty Stone

(Defendants)

RE: Trust Res Property being taken under the cloak of statute and unjust enrichment.
Exhibit: MF

Luke 8:17 "For nothing is hid, that shall not be made manifest: nor anything secret, that shall not be known and come to light."

al- ḥarār yuzāl (harm must be eliminated)

Equity will not let a statute be used as a cloak for fraud.

To the honorable Chief Chancellor or the proceeding chancellor.

I come before this Court of Equity seeking your immediate intervention and protection in a matter of utmost urgency. I humbly present this prayer for an emergency injunction against foreclosure, based on the grounds that the debt in question has been lawfully discharged and the lender's actions are marked by dishonor and dirty hands.

The trust Res 1928 Paddock Path Dr NW Acworth GA 30102 is scheduled for action Wednesday June 5th, 2023, by the named defendants. I bring to your attention a crucial development that fundamentally alters the circumstances of this case. Through due process and in accordance

with the law, the debt associated with the mortgage on my property has been legally discharged and there has been no recoupment or payment of the checks or chattels.

I stand before this honorable court, deeply troubled by M&T Banks, MCCALLA IIc., H.U.D persistent and wrongful pursuit of foreclosure proceedings despite the clear discharge of the debt and default in the legal proceedings. Their actions demonstrate a complete disregard for the principles of equity and fairness. It is with a heavy heart that I accuse the lender of engaging in dishonorable conduct and acting with dirty hands. A writ of Quo warranto has been served on the named defendants seeking clarity as to where the basis of their claim arises to no reply by any of the parties. I have request debt validation, and the conformation of a valid contract .

Considering these grave allegations and the imminent threat of losing my home, My equity and the equitable consideration of the trust. I respectfully request that this Court of Equity exercise its inherent power to grant an emergency injunction against foreclosure. By doing so, the court can prevent irreparable harm and ensure that justice prevails in this matter. The Plaintiff is in possession of the property and has tendered special deposit to add full notice by an officer of the court notary of the reconveyance of the deed.

I firmly believe that the principles of equity and fairness form the bedrock of our legal system. I implore this court to examine the lender's actions closely, considering their persistent pursuit of foreclosure despite the lawful discharge of the debt. Granting the emergency injunction will not only protect my rights but also uphold the integrity of this esteemed court and the principles it stands for.

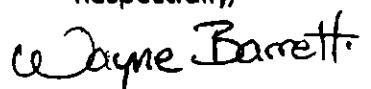
I assure this court that I have faithfully followed all legal procedures and have scrupulously adhered to my obligations. I have acted in good faith throughout this ordeal, diligently fulfilling my responsibilities as the Heir beneficiary / subrogee. It is the lender's continued disregard for the law and their unjust actions that have brought us to this critical point.

In granting the emergency injunction, I request that the court exercise its authority to order a thorough investigation into the lender's ledgers of accounting FAS 125, 133, 140 and the request of the call report and why full disclosure and cash receipt not given for private Americans promissory note, have them to provide a satisfactory proof for their dishonorable actions. I further ask that the court consider appropriate remedies to rectify the harm already caused and restore justice in this matter.

May it please this honorable Court of Equity to grant my prayer for an emergency injunction against foreclosure, thereby protecting my home, preserving the principles of equity, and ensuring that justice prevails.

1 Peter 3:14 – “Do not Fear their threats: do not be frightened.”
“Equity will not suffer a wrong to be without a right”

Respectfully,

 Jayne Barrett.

BORROWER COPY

**Cause for Emergency
Injunction or Stoppage**

LAW OFFICES
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Ga 30076

TELEPHONE: (770) 643-2148
FAX: (770) 643-4062

May 11, 2023

Wayne A Barrett
Express Trust of Wayne Barrett Bey
[REDACTED]
Acworth, GA 30101

Home in Trust.
private Trust under Equity

RE: NOTICE OF NONJUDICIAL FORECLOSURE SALE

Servicing Lender's #:

XXXXXX6732

Our File #:

[REDACTED] A-FT5

Borrower

Wayne A Barrett

Property:

1928 Paddock Path Drive

FHA Case #:

Acworth, Georgia 30101

[REDACTED] 7-703

BE ADVISED THAT UNDER FEDERAL LAW, THIS LAW FIRM MAY BE DEEMED A DEBT COLLECTOR. ANY INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT.

Dear Sir or Madam:

→ violates Civilian
due process + constitution.

This loan was referred to our office for a nonjudicial foreclosure due to your default under the terms of your loan documents. The actions we have been retained to take are limited to actions in furtherance and in support of a nonjudicial foreclosure pursuant to Georgia law. This notice is sent to you in accordance with Georgia law.

The entire amount of the outstanding balance of principal and interest owed on the loan and any other authorized charges are due and payable. Additionally, the terms of your note call for the addition of attorneys' fees to the debt when an attorney is retained to enforce the security interest. Georgia law (O.C.G.A. Section 13-1-11) allows ten (10) days from your receipt of this letter to pay the entire amount owed. After that time, the full amount of attorneys' fees allowed by Georgia law may be added to the debt.

If you are currently subject to the protections of any automatic stay in bankruptcy or have obtained a discharge in a bankruptcy proceeding nothing stated herein should be interpreted as an

→ Equity will not complete an imperfect gift.

→ Equity will not allow a Statute to be a
cloak for fraud.

attempt by this firm to impose personal liability for the debt.

The referenced property is scheduled to be auctioned at foreclosure. Enclosed is a copy of the Notice of Sale submitted for publication in the County's legal newspaper. Note that the sale is scheduled for the first Wednesday in July, 2023, and will be held within the legal hours of sale at the Cobb County Courthouse.

→ No date.

M&T Bank

holds the Security Deed to your property and M&T Bank services your loan. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor, as servicer, is:

M&T Bank, One Fountain Plaza, Buffalo, NY 14203, 800-724-1633.

Please contact the entity above directly should you wish to inquire about what, if any, loss mitigation options may be available to you. Note, however, that such entity is not required by law to negotiate, amend or modify the terms of the loan.

Please note that this letter is being sent to you in order to comply with Georgia statutory law requirements for a nonjudicial foreclosure. For further information regarding this foreclosure sale, or to ask us to request reinstatement or payoff figures from your lender as permitted, you may call our office at (770) 643-2148 and ask for Foreclosure Team FTS. Please also notify this office if you are currently under bankruptcy protection and no relief has been granted to your lender.

Sincerely,

McCalla Raymer Leibert Pierce, LLC

Enclosure

Original via certified mail
Copy also sent by first class mail

Non Enforceable has no
signature like all their
letters